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13 **UNITED STATES DISTRICT COURT**
14 **CENTRAL DISTRICT OF CALIFORNIA**

15
16 MARIO RUVALCABA ORTEGA and
17 BEATRIZ A. RUVALCABA
18 TABAREZ,

19 Plaintiffs,

20 vs.

21 AMERICAN HONDA MOTOR CO.,
22 INC., a California Corporation, and
23 DOES 1 through 10, inclusive,

24
25 Defendant.
26

**CASE NO.: 2:22-cv-04276 – FLA
(MRWx)**

Assigned to: Hon. Fernando Aenlle-Rocha
Courtroom: 6B

PROTECTIVE ORDER

1 **I. PURPOSES AND LIMITATIONS**

2 A. Discovery in this action is likely to involve production of confidential,
3 proprietary, or private information for which special protection from
4 public disclosure and from use for any purpose other than prosecuting
5 this litigation may be warranted. Accordingly, the parties hereby
6 stipulate to and petition the Court to enter the following Stipulated
7 Protective Order. The parties acknowledge that this Order does not
8 confer blanket protections on all disclosures or responses to discovery
9 and that the protection it affords from public disclosure and use
10 extends only to the limited information or items that are entitled to
11 confidential treatment under the applicable legal principles. The
12 parties further acknowledge, as set forth in Section XIII(C), below,
13 that this Stipulated Protective Order does not entitle them to file
14 confidential information under seal; Civil Local Rule 79-5 sets forth
15 the procedures that must be followed and the standards that will be
16 applied when a party seeks permission from the Court to file material
17 under seal.

18 **II. GOOD CAUSE STATEMENT**

19 A. This action is likely to involve trade secrets, customer and pricing lists
20 and other valuable research, development, commercial, financial,
21 technical and/or proprietary information for which special protection
22 from public disclosure and from use for any purpose other than
23 prosecution of this action is warranted. Such confidential and
24 proprietary materials and information consist of, among other things,
25 confidential business or financial information, information regarding
26 confidential business practices, or other confidential research,
27 development, or commercial information (including information
28 implicating privacy rights of this parties), information otherwise

generally unavailable to the public, or which may be privileged or otherwise protected from disclosure under state or federal statutes, court rules, case decisions, or common law. Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discoverable materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

III. DEFINITIONS

- A. Action: *Mario Ruvalcaba Ortega and Beatriz A. Ruvalcaba Tabarez v. American Honda Motor Co., Inc.*
- B. Challenging Party: A Party or Non-Party that challenges the designation of information or items under this Order.
- C. “CONFIDENTIAL” Information or Items: Information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.
- D. Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).
- E. Designating Party: A Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as

1 “CONFIDENTIAL.”

- 2 F. Disclosure or Discovery Material: All items or information,
3 regardless of the medium or manner in which it is generated, stored,
4 or maintained (including, among other things, testimony, transcripts,
5 and tangible things), that are produced or generated in disclosures or
6 responses to discovery in this matter.
- 7 G. Expert: A person with specialized knowledge or experience in a
8 matter pertinent to the litigation who has been retained by a Party or
9 its counsel to serve as an expert witness or as a consultant in this
10 Action.
- 11 H. House Counsel: Attorneys who are employees of a party to this
12 action. House Counsel does not include Outside Counsel of Record or
13 any other outside counsel.
- 14 I. Non-Party: Any natural person, partnership, corporation, association,
15 or other legal entity not named as a Party to this action.
- 16 J. Outside Counsel of Record: Attorneys who are not employees of a
17 party to this Action but are retained to represent or advise a party to
18 this Action and have appeared in this Action on behalf of that party or
19 are affiliated with a law firm which has appeared on behalf of that
20 party, and includes support staff.
- 21 K. Party: Any party to this Action, including all of its officers, directors,
22 employees, consultants, retained experts, and Outside Counsel of
23 Record (and their support staffs).
- 24 L. Producing Party: A Party or Non-Party that produces Disclosure or
25 Discovery Material in this Action.
- 26 M. Professional Vendors: Persons or entities that provide litigation
27 support services (e.g., photocopying, videotaping, translating,
28 preparing exhibits or demonstrations, and organizing, storing, or

1 retrieving data in any form or medium) and their employees and
2 subcontractors.

3 N. Protected Material: Any Disclosure or Discovery Material that is
4 designated as “CONFIDENTIAL.”

5 O. Receiving Party: A Party that receives Disclosure or Discovery
6 Material from a Producing Party.

7 **IV. SCOPE**

8 A. The protections conferred by this Stipulation and Order cover not only
9 Protected Materials (as defined above), but also (1) any information
10 copied or extracted from Protected Material; (2) all copies, excerpts,
11 summaries, or compilations of Protected Material; and (3) any
12 testimony, conversations, or presentations by Parties or their Counsel
13 that might reveal Protected Material.

14 B. Any use of Protected Material at trial shall be governed by the orders
15 of the trial judge. This Order does not govern the use of Protected
16 Material at trial.

17 **V. DURATION**

18 A. Even after final disposition of this litigation, the confidentiality
19 obligations imposed by this Order shall remain in effect until a
20 Designating Party agrees otherwise in writing or a court order
21 otherwise directs. Final disposition shall be deemed to be the later of
22 (1) dismissal of all claims and defenses in this Action, with or without
23 prejudice; and (2) final judgment herein after the completion and
24 exhaustion of all appeals, rehearings, remands, trials, or reviews of
25 this Action, including the time limits for filing any motions or
26 applications for extension of time pursuant to applicable law.

27 **VI. DESIGNATING PROTECTED MATERIAL**

28 A. Exercise of Restraint and Care in Designating Material for Protection

1. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.
2. Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.
3. If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

B. Manner and Timing of Designations

1. Except as otherwise provided in this Order (see, e.g., Section B(2)(b) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.
2. Designation in conformity with this Order requires the following:
 - a. For information in documentary form (e.g., paper or

1 electronic documents, but excluding transcripts of
2 depositions or other pretrial or trial proceedings), that the
3 Producing Party affix at a minimum, the legend
4 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL
5 legend”), to each page that contains protected material.
6 If only a portion or portions of the material on a page
7 qualifies for protection, the Producing Party also must
8 clearly identify the protected portion(s) (e.g., by making
9 appropriate markings in the margins).

10 b. A Party or Non-Party that makes original documents
11 available for inspection need not designate them for
12 protection until after the inspecting Party has indicated
13 which documents would like copied or produced. During
14 the inspection and before the designation, all of the
15 material made available for inspection shall be deemed
16 “CONFIDENTIAL.” After the inspecting Party has
17 identified the documents it wants copied and produced,
18 the Producing Party must determine which documents, or
19 portions thereof, qualify for protection under this Order.
20 Then, before producing the specified documents, the
21 Producing Party must affix the “CONFIDENTIAL
22 legend” to each page that contains Protected Material. If
23 only a portion or portions of the material on a page
24 qualifies for protection, the Producing Party also must
25 clearly identify the protected portion(s) (e.g., by making
26 appropriate markings in the margins).

27 c. For testimony given in depositions, that the Designating
28 Party identify the Disclosure or Discovery Material on

the record, before the close of the deposition all protected testimony.

- d. For information produced in form other than document and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend "CONFIDENTIAL." If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

C. Inadvertent Failure to Designate

1. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

VII. CHALLENGING CONFIDENTIALITY DESIGNATIONS

A. Timing of Challenges

1. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

B. Meet and Confer

1. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

- C. The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for

an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

VIII. ACCESS TO AND USE OF PROTECTED MATERIAL

A. Basic Principles

1. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of Section XIV below.
2. Protected Material must be stored and maintained by the Receiving Party at a location and in a secure manner that ensures access is limited to the persons authorized under this Order.

B. Disclosure of 'CONFIDENTIAL' Information or Items

1. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:
 - a. The Receiving Party's Outside Counsel of Record in this Action, as well as employees of said outside Counsel of Record to whom it is reasonably necessary to disclose the

1 information for this Action;

2 b. The officers, directors, and employees (including House
3 Counsel) of the Receiving Party to whom disclosure is
4 reasonably necessary for this Action;

5 c. Experts (as defined in this Order) for the Receiving Party
6 to whom disclosure is reasonably necessary for this
7 Action and who have signed the “Acknowledgement and
8 Agreement to Be Bound” (Exhibit A);

9 d. The Court and its personnel;

10 e. Court reporters and their staff;

11 f. Professional jury or trial consultants, mock jurors, and
12 Professional Vendors to whom disclosure is reasonably
13 necessary for this Action and who have signed the
14 “Acknowledgement and Agreement to Be Bound”
15 attached as Exhibit A hereto;

16 g. The author or recipient of a document containing the
17 information or a custodian or other person who otherwise
18 possessed or knew the information;

19 h. During their depositions, witnesses, and attorneys for
20 witnesses, in the Action to whom disclosure is reasonably
21 necessary provided: (i) the deposing party requests that
22 the witness sign the “Acknowledgement and Agreement
23 to Be Bound;” and (ii) they will not be permitted to keep
24 any confidential information unless they sign the
25 “Acknowledgement and Agreement to Be Bound,” unless
26 otherwise agreed by the Designating Party or ordered by
27 the Court. Pages of transcribed deposition testimony or
28 exhibits to depositions that reveal Protected Material may

be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

- i. Any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

IX. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

A. If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

1. Promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;
2. Promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and
3. Cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

B. If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL” before a determination by the Court from which the subpoena or order issued, unless the Party has obtained the Designating Party’s permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material and nothing in

these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

X. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

A. The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

B. In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

1. Promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;
2. Promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and
3. Make the information requested available for inspection by the Non-Party, if requested.

C. If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party’s confidential information responsive to the discovery request. If the Non-Party

1 timely seeks a protective order, the Receiving Party shall not produce
 2 any information in its possession or control that is subject to the
 3 confidentiality agreement with the Non-Party before a determination
 4 by the court. Absent a court order to the contrary, the Non-Party shall
 5 bear the burden and expense of seeking protection in this court of its
 6 Protected Material.

7 **XI. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

8 A. If a Receiving Party learns that, by inadvertence or otherwise, it has
 9 disclosed Protected Material to any person or in any circumstance not
 10 authorized under this Stipulated Protective Order, the Receiving Party
 11 must immediately (1) notify in writing the Designating Party of the
 12 unauthorized disclosures, (2) use its best efforts to retrieve all
 13 unauthorized copies of the Protected Material, (3) inform the person
 14 or persons to whom unauthorized disclosures were made of all the
 15 terms of this Order; and (4) request such person or persons to execute
 16 the "Acknowledgement and Agreement to Be Bound" that is attached
 17 hereto as Exhibit A.

18 **XII. INADVERTENT PRODUCTION OF PRIVILEGED OR** 19 **OTHERWISE PROTECTED MATERIAL**

20 A. When a Producing Party gives notice to Receiving Parties that certain
 21 inadvertently produced material is subject to a claim of privilege or
 22 other protection, the obligations of the Receiving Parties are those set
 23 forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision
 24 is not intended to modify whatever procedure may be established in
 25 an e-discovery order that provides for production without prior
 26 privilege review. Pursuant to Federal Rule of Evidence 502(d) and
 27 (e), insofar as the parties reach an agreement on the effect of
 28 disclosure of a communication or information covered by the

1 attorney-client privilege or work product protection, the parties may
2 incorporate their agreement in the Stipulated Protective Order
3 submitted to the Court.

4 **XIII. MISCELLANEOUS**

5 A. Right to Further Relief

6 1. Nothing in this Order abridges the right of any person to seek
7 its modification by the Court in the future.

8 B. Right to Assert Other Objections

9 1. By stipulating to the entry of this Protective Order, no Party
10 waives any right it otherwise would have to object to disclosing
11 or producing any information or item on any ground not
12 addressed in this Stipulated Protective Order. Similarly, no
13 Party waives any right to object on any ground to use in
14 evidence of any of the material covered by this Protective
15 Order.

16 C. Filing Protected Material

17 1. A Party that seeks to file under seal any Protected Material
18 must comply with Civil Local Rule 79-5. Protected Material
19 may only be filed under seal pursuant to a court order
20 authorizing the sealing of the specific Protected Material at
21 issue. If a Party's request to file Protected Material under seal
22 is denied by the Court, then the Receiving Party may file the
23 information in the public record unless otherwise instructed by
24 the Court.

25 **XIV. FINAL DISPOSITION**

26 A. After the final disposition of this Action, as defined in Section V,
27 within sixty (60) days of a written request by the Designating Party,
28 each Receiving Party must return all Protected Material to the

1 Producing Party or destroy such material. As used in this subdivision,
2 “all Protected Material” includes all copies, abstracts, compilations,
3 summaries, and any other format reproducing or capturing any of the
4 Protected Material. Whether the Protected Material is returned or
5 destroyed, the Receiving Party must submit a written certification to
6 the Producing Party (and, if not the same person or entity, to the
7 Designating Party) by the 60 day deadline that (1) identifies (by
8 category, where appropriate) all the Protected Material that was
9 returned or destroyed and (2) affirms that the Receiving Party has not
10 retained any copies, abstracts, compilations, summaries or any other
11 format reproducing or capturing any of the Protected Material.
12 Notwithstanding this provision, Counsel are entitled to retain an
13 archival copy of all pleadings, motion papers, trial, deposition, and
14 hearing transcripts, legal memoranda, correspondence, deposition and
15 trial exhibits, expert reports, attorney work product, and consultant
16 and expert work product, even if such materials contain Protected
17 Material. Any such archival copies that contain or constitute
18 Protected Material remain subject to this Protective Order as set forth
19 in Section V.

20 B. Any violation of this Order may be punished by any and all
21 appropriate measures including, without limitation, contempt
22 proceedings and/or monetary sanctions.

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1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

2
3 Respectfully Submitted,


4
5 DATED: October 11, 2023

KNIGHT LAW GROUP, LLP

6
7 By: /s/ Maite Colon
8 Roger Kirnos
9 Maite Colon
10 Attorneys for Plaintiffs
11 MARIO RUVALCABA ORTEGA
12 and BEATRIZ A. RUVALCABA
13 TABAREZ

14
15 DATED: October 11, 2023

SJL LAW LLP

16
17 By: 
18 Julian G. Senior
19 Sean P. Ducar
20 Attorneys for Defendant
21 AMERICAN HONDA MOTOR CO.,
22 INC.

23
24 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

25
26 Dated: 10/17/2023


27
28 
Hon. Michael R. Wilner
United States Magistrate Judge

EXHIBIT A**ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND**

I, _____ [print or type full name], of _____
 _____ [print or type full address], declare under penalty of perjury that I
 have read in its entirety and understand the Stipulated Protective Order that was
 issued by the United States District Court for the Central District of California on
 _____ in the case of MARIO RUVALCABA ORTEGA and
 BEATRIZ A. RUVALCABA TABAREZ v. AMERICAN HONDA MOTOR CO.,
 INC., Case No. 2:22-cv-04276-FLA (MRWx). I agree to comply with and to be
 bound by all the terms of this Stipulated Protective Order and I understand and
 acknowledge that failure to so comply could expose me to sanctions and
 punishment in the nature of contempt. I solemnly promise that I will not disclose
 in any manner any information or item that is subject to this Stipulated Protective
 Order to any person or entity except in strict compliance with the provisions of this
 Order.

I further agree to submit to the jurisdiction of the United States District
 Court for the Central District of California for the purpose of enforcing the terms
 of this Stipulated Protective Order, even if such enforcement proceedings occur
 after termination of this action. I hereby appoint _____
 [print or type full name] of _____ [print or type full
 address and telephone number] as my California agent for service of process in
 connection with this action or any proceedings related to enforcement of this
 Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____

CERTIFICATE OF ELECTRONIC SERVICE

I hereby certify that on **October 11, 2023** a true and correct copy of the foregoing **STIPULATED PROTECTIVE ORDER** was filed with the Clerk using the CM/ECF system, which will provide notice to the following counsel of record:

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Los Angeles, CA 90067

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